



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6
1445 ROSS AVENUE, SUITE 1200
DALLAS, TX 75202-2733



857700

**SPECIAL NOTICE FOR REMEDIAL INVESTIGATION/FEASIBILITY STUDY
URGENT LEGAL MATTER - PROMPT REPLY NECESSARY
VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Corporation Service Company, Registered Agent
for Hercules Offshore Corporation
c/o Parker Drilling Company
800 Brazos
Austin, TX 78701

Re: Special Notice Letter for the Gulfco Marine Maintenance Superfund Site
Freeport, Texas
Draft Administrative Order on Consent
Remedial Investigation and Feasibility Study

Dear Sir or Madam:

The purpose of this letter is to notify you of your potential liability, as defined by Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, also known as "Superfund"), 42 U.S.C. § 9607(a), at the Gulfco Marine Maintenance Superfund Site (the Site) in Freeport, Texas. This letter also requests from you reimbursement of costs incurred by the U.S. Environmental Protection Agency (EPA) for responding to releases, or threats of releases, at the Site. Total costs incurred as of April 30, 2004, are \$162,707.07. Based on available information (included as Enclosure C with this letter), EPA has determined that you may be liable under Superfund for the cleanup of the Site and for costs incurred by EPA in responding to the Site.

BACKGROUND

The Site is located at 906 Marlin Avenue, Freeport, Brazoria County, Texas. The property consists of Tracts 21 through 25 and Tracts 55 through 58, Subdivision 8, of the Brazos Coast Investment Company. Marlin Avenue separates Tracts 55 through 58 on the north from Tracts 21 through 25 on the south. Tracts 21 through 25 are approximately four-acre tracts bordered on the south by the Intracoastal Waterway. Tracts 55 through 58 are approximately five-acre tracts. The entire property is about 40 acres in size. The geographic coordinates of the Site are 28°58'07" north latitude, and 95°17'26" west longitude.

The Gulfco Site was a former barge cleaning, servicing, and waste disposal facility that operated from 1971 through 1998. Barges brought to the facility were cleaned of waste oils,

caustics, and organic chemicals, and the wash waters generated during these operations were stored in three unlined surface impoundments, or earthen pits, located on Lot 56 on the north side of Marlin Avenue. These impoundments were closed in 1982. After 1981, waste wash waters were stored in a rented floating barge or aboveground storage tanks located at the Site.

The Site is located on the north bank of the Intracoastal Waterway between Oyster Creek on the east and the Old Brazos River Channel and the Dow Barge Canal on the west. The southern part of the Site, south of Marlin Avenue, drains toward the south where it enters into the Intracoastal Waterway. Drainage from areas north of Marlin Avenue is to the northeast into adjacent wetlands and then to Oyster Creek.

In January 2000 and in January 2001, the Texas Commission on Environmental Quality, formerly the Texas Natural Resource Conservation Commission, conducted soil, ground water, and sediment sampling; and documented the presence of various hazardous substances at the Site including volatile organic compounds, semivolatile organic compounds, pesticides, polychlorinated biphenyls, and metals.

The Site was proposed for listing on the National Priorities List ("NPL") on September 5, 2002 (67 FR 56794), and was placed on the NPL effective May 30, 2003, in a final rulemaking published on April 30, 2003 (68 FR 23077).

EXPLANATION OF POTENTIAL LIABILITY

CERCLA provides that four types of persons are liable for cleaning up (or paying the EPA to clean up) hazardous substances that have been released. The four types of liable persons are:

1. Persons who now own the place where the hazardous substances were released (owner);
2. Persons who once owned or operated the place where the hazardous substances were released during the time when the hazardous substances were disposed (operator);
3. Persons who arranged for disposal or treatment of hazardous substances at the place where the hazardous substances were released (generator); or
4. Persons who selected the place where the hazardous substances were released as a disposal site and transported the hazardous substances to that place (transporter).

The EPA's term for these persons is Potentially Responsible Parties (PRPs). EPA has information (included as Enclosure C with this letter) that you may be a PRP as a current or previous owner or operator of the Site as defined at Section 107(a) of the Comprehensive

Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9607(a), as amended (CERCLA). According to this information, you previously owned a portion of the Site, including Tracts 21 through 25, and Tracts 55, 57, and 58, that is contaminated with hazardous substances.

The EPA has spent, or is considering spending, public funds to investigate and control releases of hazardous substances or potential releases of hazardous substances at the Site. Under Superfund, specifically sections 106(a) and 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a), PRPs may be required to perform cleanup actions to protect the public health, welfare, or the environment. The PRPs may also be responsible for costs incurred by EPA in cleaning up the Site.

SPECIAL NOTICE AND NEGOTIATION MORATORIUM

The EPA has determined that use of the special notice procedures set forth in Section 122(e) of CERCLA, 42 U.S.C. § 9622(e), may facilitate a settlement between you, the other PRPs, and EPA for performance of a Remedial Investigation and Feasibility Study (RI/FS) at the Site. A Remedial Investigation (RI) identifies site characteristics and defines the nature and extent of soil, air, surface water, sediment, and groundwater contamination at the Site and the risks posed by the Site. A Feasibility Study (FS) evaluates different cleanup options for the Site.

Under Section 122(e), this letter triggers a sixty (60)-day moratorium on certain EPA response activities at the Site. During this 60-day period, you and the other PRPs are invited to participate in formal negotiations with EPA in an effort to reach a settlement to conduct or finance the RI/FS. The 60-day negotiation period begins seven days from the date of this letter. The 60-day negotiation moratorium will be extended for an additional thirty (30) days if PRPs provide EPA with a "good faith offer" to conduct or finance the RI/FS. If settlement is reached between EPA and the PRPs within the 90-day negotiation moratorium, the settlement will be embodied in an administrative order on consent for RI/FS (AOC or Administrative Order).

GOOD FAITH OFFER

A proposed Administrative Order and Statement of Work is enclosed (Enclosure B) to assist you in developing a "good faith offer." As indicated, the 60-day negotiation moratorium triggered by this letter is extended for 30 days if the PRPs submit a "good faith offer" to EPA. A "good faith offer" to conduct or finance the RI/FS is a written proposal that demonstrates the PRPs' qualifications and willingness to conduct or finance the RI/FS and includes the following elements:

1. A statement of willingness by the PRPs to conduct or finance an RI/FS that is consistent with EPA's Statement of Work and draft Administrative Order and provides a sufficient basis for further negotiations;
2. A paragraph-by-paragraph response to EPA's Statement of Work and draft Administrative Order;
3. A detailed description of the work plan identifying how the PRPs plan to proceed with the work;

4. A demonstration of the PRPs' technical capability to carry out the RI/FS, including the identification of the firm(s) that may actually conduct the work or a description of the process they will use to select the firm(s);
5. A demonstration of the PRPs' capability to finance the RI/FS;
6. A statement of willingness by the PRPs to reimburse EPA for costs incurred in overseeing the PRPs' conduct of the RI/FS; and
7. The name, address, and phone number of the party or steering committee who will represent the PRPs in negotiations.

DEMAND FOR REIMBURSEMENT OF COSTS

In accordance with Section 104 of CERCLA, 42 U.S.C. § 9604, EPA has already taken certain response actions and incurred certain costs in response to conditions at the Site. You are responsible for reimbursing the Federal government for the response costs associated with these actions. These actions include, among others, preparation of the Hazard Ranking System package, performance of searches for PRPs, performance of Site inspections, and preparation of the Draft Administrative Order on Consent and the Draft RI/FS Statement of Work. The total of the EPA's costs through April 30, 2004, for the Site is \$162,707.07. Table A provides a listing of the EPA's costs:

TABLE A: LISTING OF THE EPA'S COSTS (Through April 30, 2004)	
COSTS	DOLLAR AMOUNT
Regional Payroll Costs	\$52,521.39
Regional Travel Costs	\$1,197.23
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Environmental Services Assistance Teams	\$9,135.53
Response Action Contract Services	\$5,790.98
Technical Services and Support	\$25,252.93
Contract Lab Program Costs	\$18,374.46
Miscellaneous Costs	\$25.48
EPA Indirect Costs	\$48,237.46
TOTAL SITE COSTS	\$162,707.07

We hereby demand that you pay \$162,707.07. The EPA's demand for payment is made under Title 42 of the United States Code at Subsection 9607(a). EPA also anticipates expending additional funds for response activities, which may include a remedial action or oversight of a remedial action. Whether EPA funds the response action or simply incurs costs by overseeing

the parties conducting the response activities, you are potentially liable for the expenditures plus interest.

PRP STEERING COMMITTEE

To assist PRPs in negotiating with EPA concerning this matter, EPA is attaching to this letter a list of the names and addresses of other PRPs (Enclosure A) to whom it is sending this Notice.

The EPA recommends that all PRPs meet to select a steering committee responsible for representing the group's interests. Your good-faith offer may be made by you alone or through a steering committee. EPA recognizes that the allocation of responsibility among PRPs may be difficult. If PRPs are unable to reach consensus among themselves, we encourage the use of the services of a neutral third party to help allocate responsibility. Third parties are available to facilitate negotiations. At the PRPs' request, EPA will provide a list of experienced third-party mediators, or help arrange for a mediator.

ADMINISTRATIVE RECORD

Pursuant to CERCLA Section 113(k), 42 U.S.C. § 9613(k), EPA must establish an Administrative Record that contains documents that form the basis of EPA's decision on the selection of a response action for a site. The administrative record files, which contain the documents related to the actions conducted at this Site are available to the public for review. A copy of the Administrative Record file can be found at the EPA Region 6 offices in Dallas, Texas, or at the site information repository that was set up at the following location:

Freeport Public Library
410 Brazosport Blvd.
Freeport, TX 77541
(979) 233-3622

Contact: Ms. Margaret Janke, Branch Manager

You may wish to review the Administrative Record to assist you in responding to this letter, but your review should not delay such response beyond the 60-day period provided by CERCLA.

PRP RESPONSE AND EPA CONTACT PERSON

You are encouraged to contact EPA within thirty (30) days of receipt of this letter to indicate your willingness to participate in future negotiations at this Site. Please note that this Special Notice requires you to reply in writing with a good-faith offer within 67 days of the date of this letter. You may respond individually or through a steering committee if such a committee has been formed. The notice explains what the EPA means by a good-faith offer. Also note that the notice includes a demand for payment; this allows the EPA to preserve certain legal rights. If

EPA does not receive a timely response, EPA will assume that you do not wish to negotiate a resolution of your liabilities in connection with the Site, and that you have declined any involvement in performing the response activities.

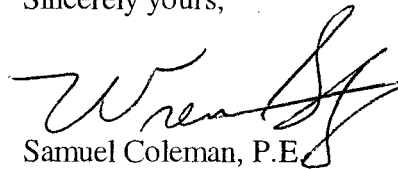
Your response to this Special Notice Letter and the demand for costs included herein, including written proposals to perform the RI/FS for the Site, should be sent to:

Mr. M. Gary Miller, Remedial Project Manager
U.S. Environmental Protection Agency, Region 6
Superfund Division (6SF-AP)
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202-2733
(214) 665-8318, FAX (214) 665-6660


The factual and legal discussions contained in this letter are intended solely for notification and information purposes. They are not intended to be, and cannot be relied upon, as final EPA positions on any matter discussed in this notice.

If you have any questions pertaining to this matter, please contact M. Gary Miller, Remedial Project Manager, at (214) 665-8318 or Janice Tracy, Enforcement Officer, at (214) 665-6717, or direct your attorney to contact Barbara Nann at (214) 665-2157 in the EPA Office of Regional Counsel.

Sincerely yours,



Samuel Coleman, P.E.
Director
Superfund Division



Enclosure

cc: Mr. Alvie Nichols (Project Manager)
Superfund Cleanup Section (MC-143)
Texas Commission on Environmental Quality (with enclosure)

Mr. Mark Vickery (Deputy Director)
Office of Permitting, Remediation and Registration
Texas Commission on Environmental Quality (without enclosure)

Mr. Glenn Sekavec (Regional Enforcement Officer)
U.S. Department of the Interior (without enclosure)

Ms. Susan MacMullin (Regional Director)
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Mr. Brian Cain (Field Supervisor)
U.S. Fish and Wildlife Service (without enclosure)

Mr. Richard Seiler
Texas Commission on Environmental Quality (without enclosure)

Mr. Bill Grimes
Texas General Land Office (without enclosure)

Mr. Don Pitts
Texas Parks and Wildlife Department (without enclosure)

Mr. Barry Forsythe
U.S. Fish and Wildlife Service (without enclosure)

Mr. Roger Lee
U.S. Geological Survey (without enclosure)

Mr. Lawrence Klein (Coastal Resource Coordinator)
National Oceanic and Atmospheric Administration (without enclosure)

ENCLOSURE A

LIST OF POTENTIALLY RESPONSIBLE PARTIES GULFCO MARINE MAINTENANCE SUPERFUND SITE

1. **Dow Chemical Company**

CT Corporation System
Registered Agent for
Dow Chemical Company
350 N. St. Paul St., Suite 2400
Dallas, TX 75201

Dow Chemical Company
3020 Dow Center
Midland, MI 48674

2. **Mr. Ronald W. Hudson**

34 Green Slope Place
The Woodlands, TX 77381

3. **LDL Coastal Limited L.P.**

LDL Coastal Limited L.P.
906 Marlin Dr., CR 756
Freeport, TX 77541

LDL Management, LLC
906 Marlin Dr., CR 756
Freeport, TX 77541

4. **Mr. Jack Palmer**

1509 Alta Vista
Alvin, TX 77511

5. **Parker Drilling Company**

Corporation Service Company, Registered Agent
for Hercules Offshore Corporation
c/o Parker Drilling Company
800 Brazos
Austin, TX 78701

6. **Sequa Corporation**

Chromalloy American Corporation
c/o Sequa Corporation
111 Eighth Avenue
New York, NY 10019

CT Corp. System, Registered Agent
for Sequa Corporation
350 No. St. Paul St.
Dallas, TX 75201

ENCLOSURE B

**ADMINISTRATIVE ORDER ON CONSENT AND
STATEMENT OF WORK**

**GULFCO MARINE MAINTENANCE
SUPERFUND SITE**

ENCLOSURE C

EVIDENCE OF LIABILITY

**GULFCO MARINE MAINTENANCE
SUPERFUND SITE**

**SPECIAL NOTICE FOR REMEDIAL INVESTIGATION/FEASIBILITY STUDY
URGENT LEGAL MATTER – PROMPT REPLY NECESSARY
VIA FEDERAL EXPRESS NEXT DAY DELIVERY**

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Mr. M. Gary Miller, Remedial Project Manager
U.S. Environmental Protection Agency, Region 6
Superfund Division (6SF-AP)
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202-2733
(214) 665-8318, FAX (214) 665-6660

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If you have any questions pertaining to this matter, please contact M. Gary Miller, Remedial Project Manager, at (214) 665-8318 or Janice Tracy, Enforcement Officer, at (214) 665-6717, or direct your attorney to contact Barbara Nann at (214) 665-2157 in the EPA Office of Regional Counsel.

Sincerely yours,

Samuel Coleman, P.E.
Director
Superfund Division

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6/30/04

Enclosure

Gary Miller 6/15
6SF-AP:Miller-Garyg:x8318:arr:6/10/04:C:\MyFiles\Gulfco RI-FS SNL Parker-Hercules.wpd

6SF-AC
Tracy

JBT 6/15/04

6RC-S
Nann

BN 6/15/04

6SF-AP
Chavarría

[Signature] 6/16/04

6SF-AC
Parker

[Signature] 6/15/04

6RC-S
Peycke

[Signature] 6/17/04

6SF-A
Hepola

[Signature] 6/17/04

6SF
Buzzell

[Signature] 6/29

cc: Mr. Alvie Nichols (Project Manager)
Superfund Cleanup Section (MC-143)
Texas Commission on Environmental Quality (with enclosure)

Mr. Mark Vickery (Deputy Director)
Office of Permitting, Remediation and Registration
Texas Commission on Environmental Quality (without enclosure)

Mr. Glenn Sekavec (Regional Enforcement Officer)
U.S. Department of the Interior (without enclosure)

Ms. Susan MacMullin (Regional Director)
~~U.S. Fish and Wildlife Service (without enclosure)~~

Mr. Brian Cain (Field Supervisor)
U.S. Fish and Wildlife Service (without enclosure)

Mr. Richard Seiler
Texas Commission on Environmental Quality (without enclosure)

Mr. Bill Grimes
Texas General Land Office (without enclosure)

Mr. Don Pitts
Texas Parks and Wildlife Department (without enclosure)

Mr. Barry Forsythe
U.S. Fish and Wildlife Service (without enclosure)

Mr. Roger Lee
U.S. Geological Survey (without enclosure)

Mr. Lawrence Klein (Coastal Resource Coordinator)
National Oceanic and Atmospheric Administration (without enclosure)

ENCLOSURE A

LIST OF POTENTIALLY RESPONSIBLE PARTIES GULFCO MARINE MAINTENANCE SUPERFUND SITE

1. **Dow Chemical Company**

CT Corporation System
Registered Agent for
Dow Chemical Company
350 N. St. Paul St., Suite 2400
Dallas, TX 75201

Dow Chemical Company
3020 Dow Center
Midland, MI 48674

2. **Mr. Ronald W. Hudson**

34 Green Slope Place
The Woodlands, TX 77381

3. **LDL Coastal Limited L.P.**

LDL Coastal Limited L.P.
906 Marlin Dr., CR 756
Freeport, TX 77541

LDL Management, LLC
906 Marlin Dr., CR 756
Freeport, TX 77541

4. **Mr. Jack Palmer**

1509 Alta Vista
Alvin, TX 77511

5. **Parker Drilling Company**

Corporation Service Company, Registered Agent
for Hercules Offshore Corporation
c/o Parker Drilling Company
800 Brazos
Austin, TX 78701

6. **Sequa Corporation**

Chromalloy American Corporation
c/o Sequa Corporation
111 Eighth Avenue
New York, NY 10019

CT Corp. System, Registered Agent
for Sequa Corporation
350 No. St. Paul St.
Dallas, TX 75201

ENCLOSURE B

**ADMINISTRATIVE ORDER ON CONSENT AND
STATEMENT OF WORK**

**GULFCO MARINE MAINTENANCE
SUPERFUND SITE**

ENCLOSURE C

EVIDENCE OF LIABILITY

**GULFCO MARINE MAINTENANCE
SUPERFUND SITE**

ROUTING AND TRANSMITTAL SLIP

Date

6/14/04

TO: (Name, office symbol, room number,
building, Agency/ Post)

Initials

Date

1. B. Miller (6SF-AP)	MBM	6/15
2. J. Tracy (6SF-AC)	JB	6/15/04
3. R. Harris (6RC-5)	JB	6/15
4. H. Chevarria (6SF-AP)	F	6/16/04
5. R. Harris (6SF-AC)	W	06/15/04

Action

File

Note and Return

Approval

For Clearance

Per Conversation

As Requested

For Correction

Prepare Reply

Circulate

For Your Information

See Me

Comment

Investigate

Signature

Coordination

Justify

REMARKS

6. ~~M. Puycke (6RC-5)~~ MBM 06/22
 7. ~~J. Negolas (6SF-A)~~ JNA 6/17
 8. ~~J. Buzzell (6SF)~~

Special Notice Letter - Gulfco Site
 - Letter # 2 of 6 letters
 - To Hercules, c/o Parker Drilling Co.

DO NOT use this form as a RECORD of approvals, concurrences, disposals,
 clearances, and similar actions

FROM: (Name, org. symbol, Agency/ Post)

Room No. — Bldg.

Anna Ruth Pull

Phone No.

2582

NSN 7540-00-935-5862
 5041-103



OPTIONAL FORM 41 (Rev. 1-94)
 Prescribed by GSA
 UNICOR FPI - SST

PARKER/HERCULES

Will Add Docs
Showing PARKER'S
ACQUISITION OF
HERCULES.

- DIRECT ADDRESS FOR PARKER
- UPDATE ENC. A w/ BOTH PARKER ADDRESSES
- FIX LDL ADDRESS TO ALLEN DANIELS
- CC OTHER PRPs

CHANGE
EN. OFFICER & PHONE
TO COURTNEY

- ① FIX LDL ADDRESS TO ALLEN DANIELS
- ② ADD DIRECT PARKER ADDRESS

- FIX TYPO ON P. 3
- CHANGE ENFORCEMENT CONTACT TO COURTNEY ON LAST PAGE

ADD OTHER
PRPs TO
CC LIST

89634 512

1932

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 COUNTY OF BRAZORIA §

THAT, FISHER ENGINEERING & CONSTRUCTION, INC. (herein referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by HERCULES OFFSHORE CORPORATION (herein referred to as "Grantee"), whose mailing address is 11381 Meadowglen, Suite F, Houston, Texas 77082, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, and the further consideration of the execution and delivery by Grantee of certain promissory note or notes (herein referred to as the "Note" whether one or more) dated of even date herewith, payable to the order of Elders Finance, Inc., a New York corporation (herein referred to as the "Lender"), and bearing interest at the rate and being due and payable as therein set forth, the payment of which Note is secured by the vendor's lien herein retained in favor of the Lender and additionally secured by a deed of trust of even date herewith executed by Grantee to Paul F. Helton, Jr., Trustee for the benefit of the Lender, as Beneficiary, to which deed of trust reference is hereby made for all purposes, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee, subject to the reservation hereinafter made, that certain tract of real property located in Brazoria County, Texas, as more particularly described on Exhibit A attached hereto, incorporated herein and made a part hereof for all purposes, together with (a) all buildings and other improvements owned by Grantor affixed thereto and (b) all and singular any rights and appurtenances of Grantor pertaining thereto, including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of-way (said real property together with any and all of such related improvements, rights and appurtenances being herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND

THE CHARTER TITLE CO.
 4265 SAN FELICE #350
 HOUSTON, TEXAS 77027

88-1359
 JNS/LR

all and singular the Property unto Grantee, its successors and assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided that this conveyance and the warranty of Grantor herein contained are subject to those matters listed on Exhibit B attached hereto and made a part hereof for all purposes.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS".

But it is expressly agreed and stipulated that the vendor's lien and superior title in and to the Property is retained against the Property until the Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, at which time this deed shall become absolute.

By virtue of Lender's having advanced and paid in cash to Grantor, at the instance and request of Grantee, that portion of the purchase price of the Property as is evidenced by the Note, the vendor's lien, together with the superior title to the Property, is retained herein for the benefit of the Lender and the same are hereby TRANSFERRED AND ASSIGNED to the Lender without recourse against Grantor in any manner for the payment of such indebtedness.

All ad valorem taxes and assessments for the Property for the year in which this Deed is executed have been prorated by the parties hereto as of the effective date of this Deed, and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for such year are available.

89634 514

EXECUTED on the date of the acknowledgement hereinbelow, to be effective however as of the 20th day of January, 1989.

GRANTOR:

FISH ENGINEERING & CONSTRUCTION,
INC.

By: Eugene M. Basco
Name: Eugene M. Basco
Title: Treasurer

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Eugene M. Basco, Treasurer of Fish Engineering & Construction, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of January, 1989.

Notary Public in and for
TEXAS

Printed Name of Notary

My Commission Expires:

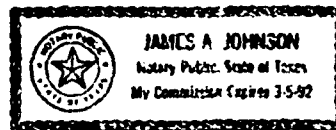


Exhibit A

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 55, Brazos Coast Investment Company Subdivision No. 8., F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

As to Tract 23:

Spoil easement conveyed to or reserved by United States of America described in instrument recorded in Volume 295, Page 524 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 692 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 128 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 21

A 1/64 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 309, Page 629 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-5

1/4 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 486, at page 472 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-16

1/2 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-18

1/8 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less a 1/256 non-participating royalty). D-25

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Pages 38, 40 & 48 of the Deed Records of Brazoria County, Texas. D-10
D-11

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brazoria County, Texas. D-13

Easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Pages 679 & 681 of the Deed Records of Brazoria County, Texas. D-22
D-23

89634 517
Exhibit B

As to Tract 22

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume J19, Page 61 of the Deed Records of Brazoria County, Texas. (Spoil easement rights released in Volume 1083, Page 914 of the Deed Records of Brazoria County, Texas).

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 685 of the Deed Records of Brazoria County, Texas.

As to Tract 24:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 131 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 609, at Page 139 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Except a 1/32 royalty).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 894, at Page 644 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 896, at Page 328 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

Exhibit B
89634 518

As to Tract 25:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 621, at Page 307 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 55:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

A 1/8 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 868, Page 959 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 57:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 359, at Page 29 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less 1/16 royalty)

Reservation of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brazoria County, Texas.

As to Tract 58:

Easement conveyed to or reserved by United States described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.

As to All Tracts:

any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed or shore or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide and (2) in and to portions of the above described property which may be between the water's edge and the line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom.

89634 519

EXHIBIT

B

As to Tract 55:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to Tract 57:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to Tract 58:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E.C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to All Tracts:

Road as shown on plat reflected in Volume 2, Page 141, of the Plat Records of Brazoria County, Texas.

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Volume and page of the OFFICIAL RECORD at the time and date as stamped herein by me.



Dolly Bailey
County Clerk of Brazoria Co., TX

FILED FOR RECORD

JAN 20 3 57 PM '89

Dolly Bailey

COUNTY CLERK
BRAZORIA COUNTY, TEXAS

PAGE 4 OF 4

93-032106

93032251

(9)

GENERAL WARRANTY DEED

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

HERCULES OFFSHORE CORPORATION, a Delaware corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by HERCULES REAL ESTATE CORPORATION, a Texas corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all of those certain eight (8) tracts of land including Tract Nos. 23, 21, 22, 24, 25, 55, 57 and 58 lying and being situated in Brazoria County, Texas, all as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all buildings and improvements thereon and appurtenances thereto and all of Grantor's right, title, and interest in and to any adjacent street, alley or right-of-way (all of such real property and related rights, improvements and appurtenances being herein collectively referred to as the "Property").

This conveyance is made and the warranties herein are given by Grantor and accepted by Grantee subject to all matters shown on Exhibit "B" to the extent same are valid and in force and effect against the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its, successors, legal representatives, and assigns forever; and Grantor does hereby bind itself, its successors, legal representatives, and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property subject to the Permitted Exceptions to the extent the same are valid and in force and effect against the Property, unto Grantee, its successors, legal representatives, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS".

Grantor warrants payment of all ad valorem taxes and assessments, both general and special, which have been imposed against the Property during the year 1992 and all prior years. Taxes for the year 1993 have been prorated as of the date hereof and are expressly assumed by Grantee. Upon demand, the parties hereto shall promptly and equitably adjust all taxes and

assessments as soon as actual figures for these items for such year are available.

EXECUTED on September 1, 1993.

HERCULES OFFSHORE CORPORATION

By: Thomas J. Seward
Name: Thomas J. Seward, II
Title: President

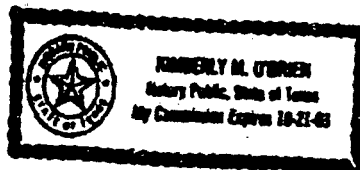
Grantee's Address:

11011 Richmond Avenue
Suite 500
Houston, Texas 77042

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Thomas J. Seward, President of Hercules Offshore Corporation, a Delaware corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of September, 1993.



Kimberly M. O'Brien
Notary Public in and for the
State of Texas

ATTACHMENT:

Exhibit A - Property
Exhibit B - Permitted Exceptions

FMAM704-111220011.0WD

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:
Tract No. 23 of Brazoria Coast Investment Company Subdivision No. 8, F. J. Calvert Leagues, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, in which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazoria Coast Investment Company Subdivision No. 8, to the A. Calvert Leagues, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

1. 48 degrees 46' N. a distance of 66.11 feet.
2. 50 degrees 30' W. a distance of 123.60 feet.
3. 42 degrees 40' N. a distance of 63.96 feet to a point for corner and being in the Southeast line of the said Tract No. 21;
Thence North 45 degrees 36' West along the Southeast line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 353.7 feet to the place of beginning and containing 3.976 acres of land, more or less.

Tract No. 22, Brazoria Coast Investment Company Subdivision, Division No. 8, F. J. Calvert Leagues, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Calico Marine Maintenance, Inc., from B. L. Tanner by deed dated the 16th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY OF Tract 24, Brazoria Coast Investment Company Subdivision No. 8, F. J. Calvert Leagues, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY OF Tract 25, Brazoria Coast Investment Company Subdivision No. 8, F. J. Calvert Leagues, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 25, Brazoria Coast Investment Company Subdivision No. 8, F. J. Calvert Leagues, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 27 out of Division 8 of the B.C.L.C. Subdivision, F. J. Calvert Leagues, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 et seq. of the Plat Records of Brazoria County, Texas.

Tract 28, of the Brazoria Coast Investment Company Subdivision No. 8, in the F. J. Calvert Leagues, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

PROPERTY EXHIBIT

EXHIBIT "A"

Being eight (8) tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36 minutes East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36 minutes East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

South 48 degrees 44 minutes West a distance of 66.11 feet;
South 50 degrees 30 minutes West a distance of 132.60 feet;
South 42 degrees 40 minutes West a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36 minutes West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24 minutes East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND THE SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 58 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

Exhibit B

(RECORDED AS PER ORIGINAL)

Affects Tract 23:

c. Spoil easement conveyed to or reserved by United States of America described in instrument recorded in Volume 295, Page 524 of the Deed Records of Brazoria County, Texas.

d. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 692 of the Deed Records of Brazoria County, Texas.

e. Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 128 of the Deed Records of Brazoria County, Texas.

f. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

Affects Tract 21:

g. A $1/64$ royalty interest in and to all oil, gas and other minerals on, in under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 309, Page 629 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

h. $1/4$ of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 486, at page 472 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

i. $1/2$ of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

j. $1/8$ of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.) (Less a $1/256$ non-participating royalty)

k. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Pages 38, 40 and 48 of the Deed Records of Brazoria County, Texas.

l. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brazoria County, Texas.

m. Easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 796, Pages 679 and 681 of the Deed Records of Brazoria County, Texas.

(RECORDED AS PER ORIGINAL)

n. Fence encroachment along the southwest property line of Tract 21 as reflected on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1845.

Affects Tract 22:

o. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas. (Spoil easement rights released in Volume 1083, Page 514 of the Deed Records of Brazoria County, Texas)

p. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 796, Page 625 of the Deed Records of Brazoria County, Texas.

Affects Tract 24:

q. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

r. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

s. Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 131 of the deed Records of Brazoria County, Texas.

t. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 609, at page 139 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.) (Except a 1/32 royalty)

u. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 894, at page 644 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

v. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 896, at page 328 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

Affects Tract 25:

w. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

x. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

y. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 621, at page 307 of the Deed Records of Brazoria County, Texas.

(RECORDED AS PER ORIGINAL)

(Title to said interest not checked subsequent to date of aforesaid instrument.)

i. Fence protrusion along the northeast property line of Tract 25 as reflected on survey prepared January 19, 1985, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 55:

aa. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

bb. 1/8 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same are set forth in instrument recorded in Volume 868, at page 959 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

cc. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 57:

dd. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

ee. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 359, at page 29 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

ff. Reservation of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brazoria County, Texas.

gg. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 58:

hh. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.

ii. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects all tracts:

jj. This Company shall have no liability for, nor responsibility to defend, any part of the property described herein against any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed.

93-032106

AFTER RECORDING PLEASE RETURN TO:

✓ HERCULES REAL ESTATE CORPORATION
11011 Richmond Avenue, Suite 500
Houston, TX 77042

Seed

1.00 sec
5.00 mgnd
17.00
23.00
BCAC

THE STATE OF TEXAS
COUNTY OF BRAZORIA

A DELAY DUELY, Clerk of the County Court for the County of Brazoria, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped herein by me.



Shelly Bailey
County Clerk of Brazoria Co., TX

0001 2127-0000 0008 9/ 8/93 3:55PM WED

SECURITY FEE 1.00
MAGNET-PRES 5.00
RECORDING 17.00
TOTAL 23.00
FILE # 32106
CASH 23.00
DRAWER-A 1

FILED FOR RECORD

93 SEP -7 PH 3:41

Shelly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

99 036339

9843286713
Alamo Title 03SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

TO EFFECTIVE 8-3-99

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to that certain Order Granting Trustee's Motion For Authority To Sell Property Of The Estate Free And Clear Of All Interests Pursuant to 11 U.S.C. §363(b) and §363(f) With Any Valid Lien(s) To Attach To The Sale Proceeds, dated February 8, 1999, entered in Case No. 98-34630-H2-7; *In re Hercules Marine Services Corporation*, the United States Bankruptcy Court for the Southern District of Texas, Houston, Division, authorizing the conveyance of the Property defined below,

JANET CASCIATO-NORTHROP, TRUSTEE OF THE CHAPTER 7 BANKRUPTCY ESTATE OF HERCULES MARINE SERVICES CORPORATION, ("Grantor"), for and in consideration of the Orders of the United States Bankruptcy Court and of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Grantor, and for and in further consideration of the payment of a portion of the purchase price by HOUSTON COMMERCE BANK, a state banking organization ("Beneficiary"), and as evidence of such advancement Grantee, as hereinafter defined, has executed its one certain promissory note of even date herewith payable to the Beneficiary, in the original principal sum of THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS \$325,000.00 bearing interest and being due as therein provided, which note is secured by the vendor's lien herein reserved, and is additionally secured by a Deed of Trust and Security Agreement of even date herewith, executed by the Grantee herein to P. MICHAEL WELLS, Trustee, reference to which is here made for all purposes, has GRANTED and CONVEYED, and by these presents does GRANT and CONVEY unto LDL COASTAL LIMITED, L.P., ("Grantee") whose address is P.O. BOX 24429 HOUSTON, TEXAS 77229, all of the following described real property and premises situated in Brazoria County, Texas, together with all improvements thereon (the "Property"):

All those certain tracts or parcels of land out of the BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and being more particularly described on Exhibit "A," which is attached hereto and made a part hereof for all purposes.

Grantor hereby transfers, sets over, assigns and conveys unto the Beneficiary and assigns the vendor's lien and superior title herein retained and reserved against the Property and premises herein conveyed in the same manner and to the same extent as if said note had been executed in Grantor's favor and said Grantor assigned to Beneficiary without recourse.

This Deed is executed by the Grantor and accepted by the Grantee subject to the matters herein stated and any easement, right-of-way and prescriptive right, whether of record or not; any restriction, ordinance, condition, reservation, building set-back line, mineral reservation, mineral lease, royalty interest, maintenance charge, assessment, agreement, covenant, encumbrance and other matter applicable and enforceable against the Property, as reflected by the records of the County Clerk of Harris County, Texas, but only to the extent the same validly exists and affects the Property;

HERC.000130588-1

1

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Alamo Title

rights of adjoining owners to any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or any overlapping improvements, and real property taxes.

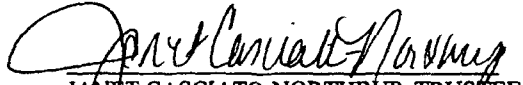
TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, his heirs and assigns, forever; and Grantor does hereby bind himself, his successors and legal representatives, to WARRANT AND FOREVER DEFEND the Property unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject only to the matters set forth in this Deed. But it is expressly agreed and stipulated that the vendor's lien and superior title is herein retained to the extent of that portion of the purchase price funded by Beneficiary against the above-described property, premises and improvements, until the above described note, and all interest thereon is fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute.

GRANTOR AND GRANTEE ACKNOWLEDGE AND AGREE THAT GRANTOR HAS ACQUIRED THE PROPERTY IN THE CAPACITY INDICATED IN THE ORDER OF SALE COVERING THE PROPERTY, AND CONSEQUENTLY GRANTOR HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. ACCORDINGLY, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) EXCEPT FOR ANY WARRANTY OF TITLE CONTAINED IN THIS DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, MINERAL, ROYALTY OR OTHERWISE; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY.

GRANTEE ACKNOWLEDGES THAT HE HAS INSPECTED THE PROPERTY AND GRANTEE HAS RELIED SOLELY ON HIS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE ACKNOWLEDGES THAT HE HAS BEEN ADVISED THAT ALL OR PART OF THE PROPERTY IS OR MAY BE WITHIN THE 100-YEAR FLOOD PLAIN AS DETERMINED BY THE GOVERNMENTAL ENTITY HAVING JURISDICTION OVER SAME.

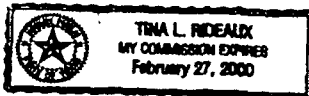
THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

EXECUTED on this date August 2, 1999.


JANET CASCIATO-NORTHROP, TRUSTEE
OF THE CHAPTER 7 BANKRUPTCY
ESTATE OF HERCULES MARINE
SERVICES CORPORATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of August, 1999, by, JANET CASCIATO-NORTHROP, TRUSTEE OF THE CHAPTER 7 BANKRUPTCY ESTATE OF HERCULES MARINE SERVICES CORPORATION.




Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

P. O. BOX 24727
HOUSTON, TEXAS 77229

EXHIBIT "A"

TRACT NO. 21:

TRACT NO. 21 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, AND BEING THREE SEPARATE TRACTS AND BEING ALL OF THE SAID TRACT NO. 21, LYING NORTH OF THE INTRACOASTAL CANAL AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED.

TRACT NO. 22:

TRACT NO. 22, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION, DIVISION NO. 8, F. J. CALVIT LEAGUE, ABSTRACT 51, IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN THE OFFICE OF THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, THE SAME BEING THE SAME PROPERTY CONVEYED TO GULFCO MARINE MAINTENANCE, INC. FROM B. L. TANNER BY DEED DATED THE 14TH DAY OF MAY 1970, OF RECORD IN VOLUME 1060, PAGE 535, DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 23:

TRACT NO. 23 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE A. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 24:

TRACT 24, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 25:

TRACT 25, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 55:

TRACT 55, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 57:

TRACT 57, OUT OF DIVISION 8 OF THE B.C.I.C. SUBDIVISION, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 143 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY,

TRACT NO. 58:

TRACT 58, OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8,
in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three
separate tracts and being all of the said Tract No. 21, and lying North of the
Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northwest line of the said Tract No.
21, which bears South 48 degrees 16 minutes East a distance of 20.0
feet from the original North corner of the said Tract No. 21, and
being in the Southeast right-of-way line of County Road No. 756;

Thence South 48 degrees 16 minutes East a distance of 461.0 feet to
a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with
the following meanders:

South 48 degrees 44 minutes West a distance of 66.11 feet;

South 50 degrees 30 minutes West a distance of 132.60 feet;

South 42 degrees 40 minutes West a distance of 65.95 feet to
a point for corner and being in the Southwest line of the said Tract
No. 21;

Thence North 45 degrees 36 minutes West along the Southwest line of
the said Tract No. 21 a distance of 654.0 feet to an iron rod for
corner and being in the Southeast right-of-way line of County Road
No. 756;

Thence North 44 degrees 34 minutes East along the Southeast right-
of-way line of County Road No. 756 a distance of 263.7 feet to the
Place of Beginning and containing 3.974 acres of land, more or less.

SECURITY FEE	1.00
PRINT-PRES	5.00
RECORDING	11.00
TOTAL	17.00

FILE #	36339
CHECK	17.00

DRAWER-A 1

0001 2127-0000 0064 8/ 9/99 4:49PM MON

FILED FOR RECORD

99 AUG -6 PM 3:56

Goyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria
County, Texas, do hereby certify that this instrument was FILED
FOR RECORD and RECORDED in the OFFICIAL RECORD at the
time and date as stamped hereon by me.



Goyce Hudman
County Clerk of Brazoria Co., TX

1932

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS §
COUNTY OF BRAZORIA § KNOW ALL PERSONS BY THESE PRESENTS:

THAT, FISHER ENGINEERING & CONSTRUCTION, INC. (herein referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by HERCULES OFFSHORE CORPORATION (herein referred to as "Grantee"), whose mailing address is 11381 Meadowglen, Suite F, Houston, Texas 77082, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, and the further consideration of the execution and delivery by Grantee of certain promissory note or notes (herein referred to as the "Note" whether one or more) dated of even date herewith, payable to the order of Elders Finance, Inc., a New York corporation (herein referred to as the "Lender"), and bearing interest at the rate and being due and payable as therein set forth, the payment of which Note is secured by the vendor's lien herein retained in favor of the Lender and additionally secured by a deed of trust of even date herewith executed by Grantee to Paul F. Helton, Jr., Trustee for the benefit of the Lender, as Beneficiary, to which deed of trust reference is hereby made for all purposes, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee, subject to the reservation hereinafter made, that certain tract of real property located in Brazoria County, Texas, as more particularly described on Exhibit A attached hereto, incorporated herein and made a part hereof for all purposes, together with (a) all buildings and other improvements owned by Grantor affixed thereto and (b) all and singular any rights and appurtenances of Grantor pertaining thereto, including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of-way (said real property together with any and all of such related improvements, rights and appurtenances being herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND

Put
THE CHARTER TITLE CO.
4265 SAN FELICE #350
HOUSTON, TEXAS 77027

88 1359
JMS/LK

all and singular the Property unto Grantee, its successors and assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided that this conveyance and the warranty of Grantor herein contained are subject to those matters listed on Exhibit B attached hereto and made a part hereof for all purposes.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS".

But it is expressly agreed and stipulated that the vendor's lien and superior title in and to the Property is retained against the Property until the Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, at which time this deed shall become absolute.

By virtue of Lender's having advanced and paid in cash to Grantor, at the instance and request of Grantee, that portion of the purchase price of the Property as is evidenced by the Note, the vendor's lien, together with the superior title to the Property, is retained herein for the benefit of the Lender and the same are hereby TRANSFERRED AND ASSIGNED to the Lender without recourse against Grantor in any manner for the payment of such indebtedness.

All ad valorem taxes and assessments for the Property for the year in which this Deed is executed have been prorated by the parties hereto as of the effective date of this Deed, and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for such year are available.

89634 514

EXECUTED on the date of the acknowledgement hereinbelow, to be effective however as of the 20th day of January, 1989.

GRANTOR:

FISH ENGINEERING & CONSTRUCTION,
INC.

By: Eugene M. Basco
Name: Eugene M. Basco
Title: Treasurer

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Eugene M. Basco, Treasurer of Fish Engineering & Construction, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of January, 1989.

[Signature]
Notary Public in and for
TEXAS

Printed Name of Notary

My Commission Expires: _____

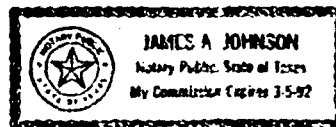


Exhibit A

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

As to Tract 23:

Spoil easement conveyed to or reserved by United States of America described in instrument recorded in Volume 295, Page 524 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 692 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 128 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 21

A 1/64 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 309, Page 629 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-5

1/4 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 486, at page 472 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-16

1/2 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-18

1/8 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less a 1/256 non-participating royalty). D-25

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Pages 38, 40 & 48 of the Deed Records of Brazoria County, Texas. D-10
D-11

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brazoria County, Texas. D-13

Easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Pages 679 & 681 of the Deed Records of Brazoria County, Texas. D-22
D-23

89634 517
Exhibit B

As to Tract 22

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas. (Spoil easement rights released in Volume 1083, Page 914 of the Deed Records of Brazoria County, Texas).

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 685 of the Deed Records of Brazoria County, Texas.

As to Tract 24:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 131 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 609, at Page 139 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Except a 1/32 royalty).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 894, at Page 644 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 896, at Page 325 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

Exhibit B
89634 518

As to Tract 25:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 621, at Page 307 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 55:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

A 1/8 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 868, Page 959 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 57:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 359, at Page 29 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less 1/16 royalty)

Reservation of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brazoria County, Texas.

As to Tract 58:

Easement conveyed to or reserved by United States described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.

As to All Tracts:

any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed or shore or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide and (2) in and to portions of the above described property which may be between the water's edge and the line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom.

89634 519

EXHIBIT

B

As to Tract 55:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to Tract 57:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to Tract 58:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E.C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to All Tracts:

Road as shown on plat reflected in Volume 2, Page 141, of the Plat Records of Brazoria County, Texas.

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Volume and page of the OFFICIAL RECORD at the time and date as stamped hereon by me.



Dolly Bailey
County Clerk of Brazoria Co., TX

FILED FOR RECORD

JAN 20 3 57 PM '89

Dolly Bailey

COUNTY CLERK
BRAZORIA COUNTY, TEXAS

PAGE 4 OF 4

93-032106

93032251

(4)

GENERAL WARRANTY DEED

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

HERCULES OFFSHORE CORPORATION, a Delaware corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by HERCULES REAL ESTATE CORPORATION, a Texas corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all of those certain eight (8) tracts of land including Tract Nos. 23, 21, 22, 24, 25, 55, 57 and 58 lying and being situated in Brazoria County, Texas, all as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all buildings and improvements thereon and appurtenances thereto and all of Grantor's right, title, and interest in and to any adjacent street, alley or right-of-way (all of such real property and related rights, improvements and appurtenances being herein collectively referred to as the "Property").

This conveyance is made and the warranties herein are given by Grantor and accepted by Grantee subject to all matters shown on Exhibit "B" to the extent same are valid and in force and effect against the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its, successors, legal representatives, and assigns forever; and Grantor does hereby bind itself, its successors, legal representatives, and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property subject to the Permitted Exceptions to the extent the same are valid and in force and effect against the Property, unto Grantee, its successors, legal representatives, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS".

Grantor warrants payment of all ad valorem taxes and assessments, both general and special, which have been imposed against the Property during the year 1992 and all prior years. Taxes for the year 1993 have been prorated as of the date hereof and are expressly assumed by Grantee. Upon demand, the parties hereto shall promptly and equitably adjust all taxes and

assessments as soon as actual figures for these items for such year are available.

EXECUTED on September 1, 1993.

HERCULES OFFSHORE CORPORATION

By: Thomas J. Seward

Name: Thomas J. Seward, II

Title: President

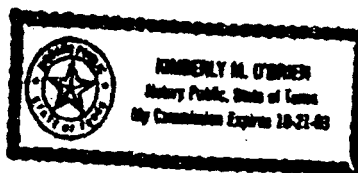
Grantee's Address:

11011 Richmond Avenue
Suite 500
Houston, Texas 77042

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Thomas J. Seward, President of Hercules Offshore Corporation, a Delaware corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of September, 1993.



Kimberly M. O'Brien
Notary Public in and for the
State of Texas

ATTACHMENT:

- Exhibit A - Property
- Exhibit B - Permitted Exceptions

PWAM704-11DEX0411.OWD

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 31, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

1. 48 degrees 44' W. a distance of 66.11 feet,
2. 90 degrees 30' W. a distance of 132.60 feet,
3. 42 degrees 40' W. a distance of 63.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 634.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 261.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 31, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 33, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 37 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 38, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

EXHIBIT "A"

Being eight (8) tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36 minutes East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36 minutes East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

South 48 degrees 44 minutes West a distance of 66.11 feet;
South 50 degrees 30 minutes West a distance of 132.60 feet;
South 42 degrees 40 minutes West a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36 minutes West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24 minutes East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from S. L. Tanner by deed dated the 14th day of May 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND THE SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 58 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

Exhibit B

(RECORDED AS PER ORIGINAL)

Affects Tract 23:

c. Spoil easement conveyed to or reserved by United States of America described in instrument recorded in Volume 295, Page 524 of the Deed Records of Brazoria County, Texas.

d. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 692 of the Deed Records of Brazoria County, Texas.

e. Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1420, Page 123 of the Deed Records of Brazoria County, Texas.

f. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

Affects Tract 21:

g. A 1/64 royalty interest in and to all oil, gas and other minerals on, in under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 309, Page 629 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

h. 1/4 of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 486, at page 472 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

i. 1/2 of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

j. 1/8 of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.) (Less a 1/256 non-participating royalty)

k. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Pages 38, 40 and 46 of the Deed Records of Brazoria County, Texas.

l. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brazoria County, Texas.

m. Easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 796, Pages 679 and 681 of the Deed Records of Brazoria County, Texas.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

(RECORDED AS PER ORIGINAL)

n. Fence encroachment along the southwest property line of Tract 21 as reflected on survey prepared January 19, 1989, by E. C. Quichel, Jr., Registered Public Surveyor No. 1848.

Affects Tract 22:

o. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas. (Spoil easement rights released in Volume 1083, Page 213 of the Deed Records of Brazoria County, Texas)

p. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 796, Page 625 of the Deed Records of Brazoria County, Texas.

Affects Tract 24:

q. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

r. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

s. Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 131 of the Deed Records of Brazoria County, Texas.

t. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 608, at page 139 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.) (Except a 1/32 royalty)

u. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 894, at page 644 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

v. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 896, at page 328 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

Affects Tract 25:

w. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

x. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

y. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 621, at page 307 of the Deed Records of Brazoria County, Texas.

(RECORDED AS PER ORIGINAL)

(Title to said interest not checked subsequent to date of aforesaid instrument.)

z. Fence protrusion along the northeast property line of Tract 25 as reflected on survey prepared January 19, 1985, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 55:

aa. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

bb. 1/8 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same are set forth in instrument recorded in Volume 868, at page 959 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

cc. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 57:

dd. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

ee. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 359, at page 29 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

ff. Reservation of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brazoria County, Texas.

gg. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 58:

hh. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.

ii. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects all tracts:

jj. This Company shall have no liability for, nor responsibility to defend, any part of the property described herein against any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed.

93-032106

AFTER RECORDING PLEASE RETURN TO:

✓ HERCULES REAL ESTATE CORPORATION
11011 Richmond Avenue, Suite 500
Houston, TX 77042

Deed

1.00 sec
5.00 mgmt
17.00
23.00
BCAC

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DELLY BAILEY, Clerk of the County Clerk for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped herein by me.



Delly Bailey
County Clerk of Brazoria Co., TX

0001 2127-0000 0008

DRAWER-A 1

9 / 8 / 93 3:55PM WED

SECURITY FEE 1.00
MGMT-PRES 5.00
RECORDING 17.00
TOTAL 23.00
FILE # 32106
CASH 23.00

FILED FOR RECORD

93 SEP -7 PH 3:41

Delly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

99 036339

9843286713
Alamo Title 03SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

TO EFFECTIVE 8-3-99

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to that certain Order Granting Trustee's Motion For Authority To Sell Property Of The Estate Free And Clear Of All Interests Pursuant to 11 U.S.C. §363(b) and §363(f) With Any Valid Lien(s) To Attach To The Sale Proceeds, dated February 8, 1999, entered in Case No. 98-34630-H2-7; *In re Hercules Marine Services Corporation*, the United States Bankruptcy Court for the Southern District of Texas, Houston, Division, authorizing the conveyance of the Property defined below,

JANET CASCIATO-NORTHROP, TRUSTEE OF THE CHAPTER 7 BANKRUPTCY ESTATE OF HERCULES MARINE SERVICES CORPORATION, ("Grantor"), for and in consideration of the Orders of the United States Bankruptcy Court and of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Grantor, and for and in further consideration of the payment of a portion of the purchase price by HOUSTON COMMERCE BANK, a state banking organization ("Beneficiary"), and as evidence of such advancement Grantee, as hereinafter defined, has executed its one certain promissory note of even date herewith payable to the Beneficiary, in the original principal sum of THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS \$325,000.00 bearing interest and being due as therein provided, which note is secured by the vendor's lien herein reserved, and is additionally secured by a Deed of Trust and Security Agreement of even date herewith, executed by the Grantee herein to P. MICHAEL WELLS, Trustee, reference to which is here made for all purposes, has GRANTED and CONVEYED, and by these presents does GRANT and CONVEY unto LDL COASTAL LIMITED, L.P., ("Grantee") whose address is P.O. BOX 24729 HOUSTON, TEXAS 77229, all of the following described real property and premises situated in Brazoria County, Texas, together with all improvements thereon (the "Property"):

All those certain tracts or parcels of land out of the BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and being more particularly described on Exhibit "A," which is attached hereto and made a part hereof for all purposes.

Grantor hereby transfers, sets over, assigns and conveys unto the Beneficiary and assigns the vendor's lien and superior title herein retained and reserved against the Property and premises herein conveyed in the same manner and to the same extent as if said note had been executed in Grantor's favor and said Grantor assigned to Beneficiary without recourse.

This Deed is executed by the Grantor and accepted by the Grantee subject to the matters herein stated and any easement, right-of-way and prescriptive right, whether of record or not; any restriction, ordinance, condition, reservation, building set-back line, mineral reservation, mineral lease, royalty interest, maintenance charge, assessment, agreement, covenant, encumbrance and other matter applicable and enforceable against the Property, as reflected by the records of the County Clerk of Harris County, Texas, but only to the extent the same validly exists and affects the Property;

HERC 0001305111-1

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blots, additions and changes were present at the time the instrument was filed and recorded.

Alamo Title

rights of adjoining owners to any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or any overlapping improvements, and real property taxes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, his heirs and assigns, forever; and Grantor does hereby bind himself, his successors and legal representatives, to WARRANT AND FOREVER DEFEND the Property unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject only to the matters set forth in this Deed. But it is expressly agreed and stipulated that the vendor's lien and superior title is herein retained to the extent of that portion of the purchase price funded by Beneficiary against the above-described property, premises and improvements, until the above described note, and all interest thereon is fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute.

GRANTOR AND GRANTEE ACKNOWLEDGE AND AGREE THAT GRANTOR HAS ACQUIRED THE PROPERTY IN THE CAPACITY INDICATED IN THE ORDER OF SALE COVERING THE PROPERTY, AND CONSEQUENTLY GRANTOR HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. ACCORDINGLY, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) EXCEPT FOR ANY WARRANTY OF TITLE CONTAINED IN THIS DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, MINERAL, ROYALTY OR OTHERWISE; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY.

GRANTEE ACKNOWLEDGES THAT HE HAS INSPECTED THE PROPERTY AND GRANTEE HAS RELIED SOLELY ON HIS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE ACKNOWLEDGES THAT HE HAS BEEN ADVISED THAT ALL OR PART OF THE PROPERTY IS OR MAY BE WITHIN THE 100-YEAR FLOOD PLAIN AS DETERMINED BY THE GOVERNMENTAL ENTITY HAVING JURISDICTION OVER SAME.

THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

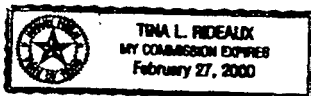
EXECUTED on this date August 2, 1999.



JANET CASCIATO-NORTHRUP, TRUSTEE
OF THE CHAPTER 7 BANKRUPTCY
ESTATE OF HERCULES MARINE
SERVICES CORPORATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of August, 1999, by , JANET CASCIATO-NORTHRUP, TRUSTEE OF THE CHAPTER 7 BANKRUPTCY ESTATE OF HERCULES MARINE SERVICES CORPORATION.




Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

P. O. BOX 24727
HOUSTON, TEXAS 77229

EXHIBIT "A"

TRACT NO. 21:

TRACT NO. 21 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, AND BEING THREE SEPARATE TRACTS AND BEING ALL OF THE SAID TRACT NO. 21, LYING NORTH OF THE INTRACOASTAL CANAL AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED.

TRACT NO. 22:

TRACT NO. 22, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION, DIVISION NO. 8, F. J. CALVIT LEAGUE, ABSTRACT 51, IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN THE OFFICE OF THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, THE SAME BEING THE SAME PROPERTY CONVEYED TO GULFCO MARINE MAINTENANCE, INC. FROM B. L. TANNER BY DEED DATED THE 14TH DAY OF MAY 1970, OF RECORD IN VOLUME 1060, PAGE 535, DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 23:

TRACT NO. 23 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE A. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 24:

TRACT 24, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 25:

TRACT 25, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 55:

TRACT 55, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 57:

TRACT 57, OUT OF DIVISION 8 OF THE B.C.I.C. SUBDIVISION, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 143 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY,

TRACT NO. 58:

TRACT 58, OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

EXHIBIT

100 A 29

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 48 degrees 36 minutes East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 48 degrees 36 minutes East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

South 48 degrees 44 minutes West a distance of 66.11 feet;

South 80 degrees 30 minutes West a distance of 132.60 feet;

South 42 degrees 40 minutes West a distance of 68.96 feet to

a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 43 degrees 36 minutes West along the Southwest line of the said Tract No. 21 a distance of 664.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24 minutes East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of beginning and containing 3.974 acres of land, more or less.

SECURITY FEE	1.00
NIGHT-PRES	5.00
RECORDING	11.00
TOTAL	17.00

FILE #	36339
CHECK	17.00

DRAWER-A 1

0001 2127-0000 0064 8/ 9/99 4:49PM MON

FILED FOR RECORD

99 AUG -6 PM 3:56

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman

County Clerk of Brazoria Co., TX

89634 512

1932

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS §
COUNTY OF BRAZORIA § KNOW ALL PERSONS BY THESE PRESENTS:

THAT, FISHER ENGINEERING & CONSTRUCTION, INC. (herein referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by HERCULES OFFSHORE CORPORATION (herein referred to as "Grantee"), whose mailing address is 11381 Meadowglen, Suite F, Houston, Texas 77082, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, and the further consideration of the execution and delivery by Grantee of certain promissory note or notes (herein referred to as the "Note" whether one or more) dated of even date herewith, payable to the order of Elders Finance, Inc., a New York corporation (herein referred to as the "Lender"), and bearing interest at the rate and being due and payable as therein set forth, the payment of which Note is secured by the vendor's lien herein retained in favor of the Lender and additionally secured by a deed of trust of even date herewith executed by Grantee to Paul F. Helton, Jr., Trustee for the benefit of the Lender, as Beneficiary, to which deed of trust reference is hereby made for all purposes, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee, subject to the reservation hereinafter made, that certain tract of real property located in Brazoria County, Texas, as more particularly described on Exhibit A attached hereto, incorporated herein and made a part hereof for all purposes, together with (a) all buildings and other improvements owned by Grantor affixed thereto and (b) all and singular any rights and appurtenances of Grantor pertaining thereto, including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of-way (said real property together with any and all of such related improvements, rights and appurtenances being herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND

Put
THE CHARTER TITLE CO.
4265 SAN FELIPE #350
HOUSTON, TEXAS 77027

88-1359
JNS/LK

all and singular the Property unto Grantee, its successors and assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided that this conveyance and the warranty of Grantor herein contained are subject to those matters listed on Exhibit B attached hereto and made a part hereof for all purposes.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS".

But it is expressly agreed and stipulated that the vendor's lien and superior title in and to the Property is retained against the Property until the Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, at which time this deed shall become absolute.

By virtue of Lender's having advanced and paid in cash to Grantor, at the instance and request of Grantee, that portion of the purchase price of the Property as is evidenced by the Note, the vendor's lien, together with the superior title to the Property, is retained herein for the benefit of the Lender and the same are hereby TRANSFERRED AND ASSIGNED to the Lender without recourse against Grantor in any manner for the payment of such indebtedness.

All ad valorem taxes and assessments for the Property for the year in which this Deed is executed have been prorated by the parties hereto as of the effective date of this Deed, and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for such year are available.

89634 514

EXECUTED on the date of the acknowledgement hereinbelow, to be effective however as of the 20th day of January, 1989.

GRANTOR:

FISH ENGINEERING & CONSTRUCTION,
INC.

By: Eugene M. Basco
Name: Eugene M. Basco
Title: Treasurer

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Eugene M. Basco, Treasurer of Fish Engineering & Construction, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of January, 1989.

[Signature]
Notary Public in and for
TEXAS

Printed Name of Notary

My Commission Expires: _____

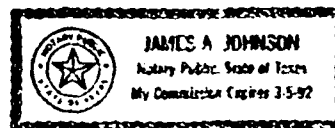


Exhibit A

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 63.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 634.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulico Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

As to Tract 23:

Spoil easement conveyed to or reserved by United States of America described in instrument recorded in Volume 295, Page 524 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 692 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 128 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 21

A 1/64 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 309, Page 629 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-5

1/4 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 486, at page 472 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-16

1/2 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-18

1/8 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less a 1/256 non-participating royalty). D-25

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Pages 38, 40 & 48 of the Deed Records of Brazoria County, Texas. D-10
D-11

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brazoria County, Texas. D-13

Easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Pages 679 & 681 of the Deed Records of Brazoria County, Texas. D-22
D-23

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Exhibit B

As to Tract 22

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 119, Page 61 of the Deed Records of Brazoria County, Texas. (Spoil easement rights released in Volume 1083, Page 914 of the Deed Records of Brazoria County, Texas)...

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 685 of the Deed Records of Brazoria County, Texas.

As to Tract 24:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 131 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 609, at Page 139 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Except a 1/32 royalty).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 894, at Page 644 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 896, at Page 325 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

Exhibit B
89634 518

As to Tract 25:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 621, at Page 307 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 55:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

A 1/8 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 868, Page 959 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 57:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 359, at Page 29 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less 1/16 royalty)

Reservation of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brazoria County, Texas.

As to Tract 58:

Easement conveyed to or reserved by United States described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.

As to All Tracts:

any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed or shore or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide and (2) in and to portions of the above described property which may be between the water's edge and the line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom.

89634 519

EXHIBIT

B

As to Tract 55:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to Tract 57:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to Tract 58:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E.C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to All Tracts:

Road as shown on plat reflected in Volume 2, Page 141, of the Plat Records of Brazoria County, Texas.

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Volume and page of the OFFICIAL RECORD at the time and date as stamped herein by me.



Dolly Bailey

County Clerk of Brazoria Co., TX

FILED FOR RECORD

JAN 20 3 57 PM '89

Dolly Bailey

COUNTY CLERK
BRAZORIA COUNTY, TEXAS

PAGE 4 OF 4

93-032106

93032251

GENERAL WARRANTY DEED

(4)

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

HERCULES OFFSHORE CORPORATION, a Delaware corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by HERCULES REAL ESTATE CORPORATION, a Texas corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all of those certain eight (8) tracts of land including Tract Nos. 23, 21, 22, 24, 25, 55, 57 and 58 lying and being situated in Brazoria County, Texas, all as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all buildings and improvements thereon and appurtenances thereto and all of Grantor's right, title, and interest in and to any adjacent street, alley or right-of-way (all of such real property and related rights, improvements and appurtenances being herein collectively referred to as the "Property").

This conveyance is made and the warranties herein are given by Grantor and accepted by Grantee subject to all matters shown on Exhibit "B" to the extent same are valid and in force and effect against the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its, successors, legal representatives, and assigns forever; and Grantor does hereby bind itself, its successors, legal representatives, and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property subject to the Permitted Exceptions to the extent the same are valid and in force and effect against the Property, unto Grantee, its successors, legal representatives, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS".

Grantor warrants payment of all ad valorem taxes and assessments, both general and special, which have been imposed against the Property during the year 1992 and all prior years. Taxes for the year 1993 have been prorated as of the date hereof and are expressly assumed by Grantee. Upon demand, the parties hereto shall promptly and equitably adjust all taxes and

assessments as soon as actual figures for these items for such year are available.

EXECUTED on September 1, 1993.

HERCULES OFFSHORE CORPORATION

By: Thomas J. Seward

Name: Thomas J. Seward, II

Title: President

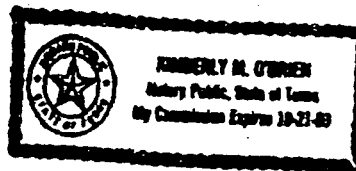
Grantee's Address:

11011 Richmond Avenue
Suite 500
Houston, Texas 77042

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Thomas J. Seward, President of Hercules Offshore Corporation, a Delaware corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of September, 1993.



Kimberly M. O'Brien
Notary Public in and for the
State of Texas

ATTACHMENT:

- Exhibit A - Property
- Exhibit B - Permitted Exceptions

PW000704-11NDE00411.0WD

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 31, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northwest line of the said Tract No. 21, which bears South 43 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 43 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

1. 48 degrees 44' W. a distance of 66.11 feet,
2. 30 degrees 30' W. a distance of 132.60 feet,
3. 42 degrees 40' W. a distance of 61.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 43 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 634.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 163.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 31, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 33, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 37 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 38, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

EXHIBIT "A"

Being eight (8) tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36 minutes East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36 minutes East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

South 48 degrees 44 minutes West a distance of 66.11 feet;
South 50 degrees 30 minutes West a distance of 132.60 feet;
South 42 degrees 40 minutes West a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36 minutes West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24 minutes East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Fanner by deed dated the 14th day of May 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND THE SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 58 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

Exhibit B

(RECORDED AS PER ORIGINAL)

Affects Tract 23:

c. Spoil easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 524 of the Deed Records of Brazoria County, Texas.

d. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 692 of the Deed Records of Brazoria County, Texas.

e. Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 128 of the Deed Records of Brazoria County, Texas.

f. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

Affects Tract 21:

g. A $1/64$ royalty interest in and to all oil, gas and other minerals on, in and under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 309, Page 629 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

h. $1/4$ of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 486, at page 472 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

i. $1/2$ of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

j. $1/8$ of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.) (Less a $1/256$ non-participating royalty)

k. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Pages 38, 40 and 48 of the Deed Records of Brazoria County, Texas.

l. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brazoria County, Texas.

m. Easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 796, Pages 679 and 681 of the Deed Records of Brazoria County, Texas.

(RECORDED AS PER ORIGINAL)

n. Fence encroachment along the southwest property line of Tract 21 as reflected on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 22:

o. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas. (Spoil easement rights released in Volume 1083, Page 514 of the Deed Records of Brazoria County, Texas)

p. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 796, Page 625 of the Deed Records of Brazoria County, Texas.

Affects Tract 24:

q. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

r. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

s. Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 131 of the deed Records of Brazoria County, Texas.

t. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 605, at page 139 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.) (Except a 1/32 royalty)

u. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 894, at page 644 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

v. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 896, at page 128 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

Affects Tract 25:

w. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

x. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

y. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 621, at page 307 of the Deed Records of Brazoria County, Texas.

(RECORDED AS PER ORIGINAL)

(Title to said interest not checked subsequent to date of aforesaid instrument.)

i. Fence protrusion along the northeast property line of Tract 25 as reflected on survey prepared January 19, 1985, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 55:

aa. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

bb. 1/8 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same are set forth in instrument recorded in Volume 868, at page 959 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

cc. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 57:

dd. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

ee. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 359, at page 29 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

ff. Reservation of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brazoria County, Texas.

gg. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 58:

hh. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.

ii. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects all tracts:

jj. This Company shall have no liability for, nor responsibility to defend, any part of the property described herein against any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed.

93-032106

AFTER RECORDING PLEASE RETURN TO:

✓ HERCULES REAL ESTATE CORPORATION
11011 Richmond Avenue, Suite 500
Houston, TX 77042

See

1.00 sec
5.00 mgmt
17.00
23.00
BCAC

THE OFFICE OF THE
COUNTY CLERK

I, DELAY BAILEY, Clerk of the County Clerk's Office for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped herein by me.



Delay Bailey
County Clerk of Brazoria Co., TX

0001 2127-0000 0008
DRAWER-A 1
9 / 8 / 93 3:55PM WED

SECURITY FEE 1.00
MNGT-PRES 5.00
RECORDING 17.00
TOTAL 23.00
FILE # 32106
CASH 23.00

FILED FOR RECORD

93 SEP -7 PM 3:41

Delay Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

99 036339

9843286213
Alamo Title 03

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

TO EFFECTIVE 8-3-99
THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §
KNOW ALL MEN BY THESE PRESENTS:

Pursuant to that certain Order Granting Trustee's Motion For Authority To Sell Property Of The Estate Free And Clear Of All Interests Pursuant to 11 U.S.C. §363(b) and §363(f) With Any Valid Lien(s) To Attach To The Sale Proceeds, dated February 8, 1999, entered in Case No. 98-34630-H2-7; *In re Hercules Marine Services Corporation*, the United States Bankruptcy Court for the Southern District of Texas, Houston, Division, authorizing the conveyance of the Property defined below,

JANET CASCIATO-NORTHROP, TRUSTEE OF THE CHAPTER 7 BANKRUPTCY ESTATE OF HERCULES MARINE SERVICES CORPORATION, ("Grantor"), for and in consideration of the Orders of the United States Bankruptcy Court and of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Grantor, and for and in further consideration of the payment of a portion of the purchase price by HOUSTON COMMERCE BANK, a state banking organization ("Beneficiary"), and as evidence of such advancement Grantee, as hereinafter defined, has executed its one certain promissory note of even date herewith payable to the Beneficiary, in the original principal sum of THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS \$325,000.00) bearing interest and being due as therein provided, which note is secured by the vendor's lien herein reserved, and is additionally secured by a Deed of Trust and Security Agreement of even date herewith, executed by the Grantee herein to P. MICHAEL WELLS, Trustee, reference to which is here made for all purposes, has GRANTED and CONVEYED, and by these presents does GRANT and CONVEY unto LDL COASTAL LIMITED, L.P., ("Grantee") whose address is P.O. BOX 24727 HOUSTON, TEXAS 77229, all of the following described real property and premises situated in Brazoria County, Texas, together with all improvements thereon (the "Property"):

All those certain tracts or parcels of land out of the BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and being more particularly described on Exhibit "A," which is attached hereto and made a part hereof for all purposes.

Grantor hereby transfers, sets over, assigns and conveys unto the Beneficiary and assigns the vendor's lien and superior title herein retained and reserved against the Property and premises herein conveyed in the same manner and to the same extent as if said note had been executed in Grantor's favor and said Grantor assigned to Beneficiary without recourse.

This Deed is executed by the Grantor and accepted by the Grantee subject to the matters herein stated and any easement, right-of-way and prescriptive right, whether of record or not; any restriction, ordinance, condition, reservation, building set-back line, mineral reservation, mineral lease, royalty interest, maintenance charge, assessment, agreement, covenant, encumbrance and other matter applicable and enforceable against the Property, as reflected by the records of the County Clerk of Harris County, Texas, but only to the extent the same validly exists and affects the Property;

HERC.0001-305888-1

1

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Alamo Title

rights of adjoining owners to any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or any overlapping improvements, and real property taxes.


TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, his heirs and assigns, forever; and Grantor does hereby bind himself, his successors and legal representatives, to WARRANT AND FOREVER DEFEND the Property unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject only to the matters set forth in this Deed. But it is expressly agreed and stipulated that the vendor's lien and superior title is herein retained to the extent of that portion of the purchase price funded by Beneficiary against the above-described property, premises and improvements, until the above described note, and all interest thereon is fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute.

GRANTOR AND GRANTEE ACKNOWLEDGE AND AGREE THAT GRANTOR HAS ACQUIRED THE PROPERTY IN THE CAPACITY INDICATED IN THE ORDER OF SALE COVERING THE PROPERTY, AND CONSEQUENTLY GRANTOR HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. ACCORDINGLY, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) EXCEPT FOR ANY WARRANTY OF TITLE CONTAINED IN THIS DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, MINERAL, ROYALTY OR OTHERWISE; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY.

GRANTEE ACKNOWLEDGES THAT HE HAS INSPECTED THE PROPERTY AND GRANTEE HAS RELIED SOLELY ON HIS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE ACKNOWLEDGES THAT HE HAS BEEN ADVISED THAT ALL OR PART OF THE PROPERTY IS OR MAY BE WITHIN THE 100-YEAR FLOOD PLAIN AS DETERMINED BY THE GOVERNMENTAL ENTITY HAVING JURISDICTION OVER SAME.

THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

EXECUTED on this date August 2, 1999.


JANET CASCIATO-NORTHROP, TRUSTEE
OF THE CHAPTER 7 BANKRUPTCY
ESTATE OF HERCULES MARINE
SERVICES CORPORATION

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of August, 1999, by, JANET CASCIATO-NORTHROP, TRUSTEE OF THE CHAPTER 7 BANKRUPTCY ESTATE OF HERCULES MARINE SERVICES CORPORATION.




Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

P. O. BOX 24727
HOUSTON, TEXAS 77229

EXHIBIT "A"

TRACT NO. 21:

TRACT NO. 21 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, AND BEING THREE SEPARATE TRACTS AND BEING ALL OF THE SAID TRACT NO. 21, LYING NORTH OF THE INTRACOASTAL CANAL AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED.

TRACT NO. 22:

TRACT NO. 22, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION, DIVISION NO. 8, F. J. CALVIT LEAGUE, ABSTRACT 51, IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN THE OFFICE OF THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, THE SAME BEING THE SAME PROPERTY CONVEYED TO GULFCO MARINE MAINTENANCE, INC. FROM B. L. TANNER BY DEED DATED THE 14TH DAY OF MAY 1970, OF RECORD IN VOLUME 1060, PAGE 535, DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 23:

TRACT NO. 23 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE A. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 24:

TRACT 24, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 25:

TRACT 25, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 55:

TRACT 55, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 57:

TRACT 57, OUT OF DIVISION 8 OF THE B.C.I.C. SUBDIVISION, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 143 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY,

TRACT NO. 58:

TRACT 58, OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

EXHIBIT

103 A 49

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 48 degrees 36 minutes East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 48 degrees 36 minutes East a distance of 161.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

South 48 degrees 44 minutes West a distance of 66.11 feet;

South 50 degrees 30 minutes West a distance of 131.60 feet;

South 42 degrees 40 minutes West a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36 minutes West along the Southwest line of the said Tract No. 21 a distance of 684.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 34 minutes East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the place of beginning and containing 3.974 acres of land, more or less.

SECURITY FEE	1.00
WRIGHT-PRES	5.00
RECORDING	11.00
TOTAL	17.00

FILE #	36339
CHECK	17.00

DRAWER-A 1

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FILED FOR RECORD

99 AUG -6 PM 3: 56

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman

County Clerk of Brazoria Co., TX